

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:) Chapter 15 Case
)
FAIRFIELD SENTRY LIMITED, et al.,) Case No. 10-13164 (SMB)
)
Debtors in Foreign Proceedings.) Jointly Administered
)
FAIRFIELD SENTRY LIMITED (IN LIQUIDATION) and)
FAIRFIELD SIGMA LIMITED (IN LIQUIDATION),)
acting by and through the Foreign Representatives thereof,)
and KENNETH KRYSS and CHARLOTTE CAULFIELD,)
solely in their capacities as Foreign Representatives and) Adv. Pro. No. 10-03635
Liquidators thereof,) (SMB)
)
Plaintiffs,)
)
-against-)
)
ABN AMRO SCHWEIZ AG A/K/A ABN AMRO)
(SWITZERLAND) AG, ADLER AND CO PRIVATBANK)
AG, ALLIANZBANK SPA/UNIFORTUNE)
CONSERVATIVE SIDE POCKET, ALTERNATIVE)
INVESTMENT STRATEGIES, ARSENAL SPC,)
ARSENAL SPC OBO GLASGOW SEG PORT, BANCA)
ARNER SA, BANCA UNIONE DI CREDITO, BANK)
HAPOALIM SWITZERLAND LTD., BANK JULIUS)
BAER & CO. LTD., BANK SARASIN & CIE, BANQUE)
CANTONALE VAUDOISE, BANQUE CRAMER & CIE)
SA, BBVA (SUISSE) SA, BCV AMC DEFENSIVE AL)
FUND, BNP PARIBAS (SUISSE) SA, BNP PARIBAS)
(SUISSE) SA EX FORTIS, BNP PARIBAS (SUISSE) SA)
PRIVATE, BSI AG, BSI EX BANCA DEL GOTTARDO,)
CACEIS BANK LUXEMBOURG, CBB (BVI)/ THE)
ALKIMA FUND, CBT GEMS LOW VOL REG,)
COMPAGNIE BANCAIRE HELVETIQUE, CENTRUM)
BANK AG (AMS), CLARIDEN LEU LTD., CORNER)
BANCA SA, CREDIT SUISSE AG ZURICH, DEXIA)
BANQUE INTERNATIONALE A LUXEMBOURG,)
DRESDNER BANK SCHWEIZ, EFG BANK SA)
SWITZERLAND, EFG EUROFINANCIER D'INVEST)
MCL, ENDURANCE ABSOLUTE LTD. MASTER,)
FAIRFIELD INVESTMENT GCI, FAIRFIELD)
INVESTMENT FUND LTD., FALCON PRIVATE BANK,)
FIF ADVANCED LTD., FINTER BANK ZURICH,)

HARMONY CAPITAL FUND LTD., HSBC, IHAG)
HANDELSBANK AG, INCORE BANK AG, KARASEL)
ENHANCED PORTFOLIO, KARLA)
MULTISTRATEGIES LTD., LGT BANK IN)
LIECHTENSTEIN AG, LIECHTENSTEINISCHE LB)
REINVEST AMS, LLOYDS TSB BANK GENEVA,)
LOMBARD ODIER DARIER HENTSCH & CIE,)
LONGBOAT LTD., MASTER CAPITAL AND HEDGE)
FUND, NATIONAL BANK OF KUWAIT, NBK BANQUE)
PRIVEE SUISSE SA, PICTET & CIE, PKB)
PRIVATBANK AG, QUASAR FUNDS SPC A/K/A)
QUASAR FUND SPC CLASS A AND CLASS B CGCNV,)
RBC DEXIA INVESTOR SERVICE JULIUS BAER)
SICAV, RBS COUTTS BANK LTD., RICHOURT AAA)
MULTISTRATEGIES, ROTHSCHILD BANK AG)
ZURICH (DUBLIN) A/K/A ROTHSCHILD BANK AG,)
ROTHSCHILD BANK GENEVA (DUBLIN),)
ROTHSCHILD LUGANO DUBLIN A/K/A BANCA)
PRIVATA EDMOND DE ROTHSCHILD LUGANO S.A.,)
EDMOND DE ROTHSCHILD (SUISSE) S.A., SIS)
SEEGANINTERSETTLE, SIX SIS LTD., SOCIETE)
GENERALE BANK & TRUST, SOUNDVIEW FUND,)
SWISSCANTO FD CENTRE CLIENTS A/C, T1 GLOBAL)
FUND LTD., UBS AG NEW YORK, UBS AG ZURICH,)
UBS JERSEY NOMINEES, VERWALTUNGS UND)
PRIVAT-BANK AG AKTIENGESELLSCHAFT (AMS),)
VORARLBERGER LANDES UND HYPOTHEKENBANK)
AKTIENGESELLSCHAFT AND BENEFICIAL OWNERS)
OF ACCOUNTS HELD IN THE NAME OF CGC NA)
11000, BRUDERER, CAPITALIA, PAN)
INTERNATIONAL LIMITED)
)
)
Defendants.)
)
)

**STIPULATED ORDER GRANTING IN PART AND
DENYING IN PART MOVING DEFENDANTS' MOTIONS TO
DISMISS AND PLAINTIFFS' MOTION FOR LEAVE TO AMEND**

Fairfield Sentry Limited (In Liquidation), and Fairfield Sigma Limited (In Liquidation), acting by and through the Foreign Representatives thereof, and Kenneth Kryss and Charlotte Caulfield, solely in their capacities as Foreign Representatives and Liquidators thereof

(“Plaintiffs”) and ABN AMRO Schweiz AG a/k/a ABN AMRO Switzerland AG, Adler and Co Privatbank AG, Allianzbank SPA/Unifortune Conservative Side Pocket, Alternative Investment Strategies, Banca Arner SA, Banca Unione Di Credito, Bank Hapoalim Switzerland Ltd., Bank Julius Baer & Co. Ltd., Bank J. Safra Sarasin AG, f/k/a Bank Sarasin & Cie, Banque Cantonale Vaudoise, Banque Cramer & CIE SA, , BBVA (Suisse) SA, BCV AMC Defensive AL Fund, BNP Paribas (Suisse) SA, BNP Paribas (Suisse) SA Ex Fortis, BNP Paribas (Suisse) SA Private, BSI AG, BSI Ex Banca Del Gottardo, Caceis Bank Luxembourg, CBB (BVI)/ The Alkima Fund, CBT Gems Low Vol Reg, Compagnie Bancaire Helvetique, Centrum Bank AG (AMS), Clariden Leu Ltd., Corner Banca SA, Credit Suisse AG Zurich, Dexia Banque Internationale à Luxembourg , Dresdner Bank Schweiz, EFG Bank SA Switzerland, EFG Eurofinancier D’Invest MCL, Endurance Absolute Ltd. Master, Edmond de Rothschild (Suisse) S.A., Fairfield Investment GCI, Fairfield Investment Fund Ltd., Falcon Private Bank, FIF Advanced Ltd., Finter Bank Zurich, Harmony Capital Fund Ltd., HSBC, IHAG Handelsbank AG, Incore Bank AG, Karasel Enhanced Portfolio, Karla Multistrategies Ltd., LGT Bank In Liechtenstein AG, Liechtensteinische LB Reinvest AMS, Lloyds TSB Bank Geneva, Lombard Odier Darier Hentsch & CIE, Longboat Ltd., Master Capital and Hedge Fund, National Bank of Kuwait, NBK Banque Privée Suisse SA, Pictet & CIE, PKB Privatbank AG, Quasar Funds SPC a/k/a Quasar Fund SPC Class A and Class B CGCNV, RBC Dexia Investor Service Julius Baer SICAV, RBS Coutts Bank Ltd., Richourt AAA Multistrategies, Rothschild Bank AG Zurich (Dublin) a/k/a Rothschild Bank AG, Rothschild Bank Geneva (Dublin), Rothschild Lugano Dublin a/k/a Banca Privata Edmond de Rothschild Lugano S.A., Edmond de Rothschild (Suisse) S.A., SIS Seeganintersetle, Six SIS Ltd., Societe Generale Bank & Trust, Soundview Fund, Swisscanto FD Centre Clients A/C, T1 Global Fund Ltd., UBS AG (sued herein as UBS AG New York and

UBS AG Zurich), UBS Jersey Nominees, Verwaltungs UND Privat-Bank AG Aktiengesellschaft (AMS), Vorarlberger Landes UND Hypothekenbank Aktiengesellschaft and Beneficial Owners of the Accounts Held in the Name of CGC NA 1-1000 (the “Defendants”), to the extent represented by undersigned counsel, state as follows:

WHEREAS, on July 20, 2012, Plaintiffs filed a third amended complaint (the “Third Amended Complaint”) in the above-captioned action (the “Action”), asserting claims for: (1) unjust enrichment against Defendants (the “First Claim”), (2) money had and received against Defendants (the “Second Claim”), (3) mistaken payment against Defendants (the “Third Claim”), (4) constructive trust against Defendants (the “Fourth Claim,” and together with the First Claim, Second Claim, and Third Claim, the “Common Law Claims”), (5) unfair preference pursuant to Section 245 of the BVI Insolvency Act against Defendants (the “Fifth Claim”), and (6) undervalue transaction pursuant to Section 246 of the BVI Insolvency Act against Defendants (the “Sixth Claim,” and together with the Fifth Claim, the “BVI Avoidance Claims”);

WHEREAS, on October 18, 2016, the Court entered a Supplemental Case Management Order,¹ establishing a briefing schedule for (i) Consolidated Plaintiffs’² motion for leave to file amended complaints (the “Motion for Leave”), and (ii) the Moving Defendants’ opposition to the Motion for Leave and motions to dismiss (such filings, including the Supplemental Briefs defined herein, the “Motions to Dismiss”);

WHEREAS, on September 20, 2016, Plaintiffs filed a proposed fourth amended complaint in the Action (the “Proposed Fourth Amended Complaint”), asserting claims for: (1)

¹ See ECF Nos. 918, 920, 1326.

² Except where otherwise noted, (i) “Consolidated Plaintiffs” refers to the plaintiffs in all adversary proceedings listed in Exhibit A hereto, (ii) “Moving Defendants” refers to the defendants listed in Exhibit B hereto (comprised of Consolidated Defendants that filed or joined motions to dismiss Plaintiffs’ claims in the adversary proceedings against them), and (iii) “Consolidated Defendants” refers to the defendants in all adversary proceedings listed in Exhibit A hereto, whether or not such defendants filed or joined motions to dismiss.

unjust enrichment against Defendants, (2) money had and received against Defendants, (3) mistaken payment against Defendants, (4) constructive trust against Defendants, (5) unfair preference pursuant to Section 245 of the BVI Insolvency Act against Defendants, (6) undervalue transaction pursuant to Section 246 of the BVI Insolvency Act against Defendants, (7) breach of contract against Defendants, (8) breach of the implied covenant of good faith and fair dealing against Defendants, and (9) declaratory judgment against Defendants;

WHEREAS, the Consolidated Plaintiffs and Moving Defendants thereafter briefed the Motion for Leave and the Motions to Dismiss;

WHEREAS, as part of the Motions to Dismiss, and pursuant to the Supplemental Case Management Order, numerous Moving Defendants signed or joined individual or supplemental motions, joinders, or briefs (the “Supplemental Briefs”);

WHEREAS, no Defendant in this Action, except for the Moving Defendants, filed or joined a Motion to Dismiss;

WHEREAS, on April 3, 2017, the Consolidated Plaintiffs filed an opposition to the Motion to Dismiss which included a request for leave from the Court to file in this Action the Proposed Fourth Amended Complaint,³ asserting claims for: (1) unjust enrichment against Defendants (the “Proposed First Claim”), (2) money had and received against Defendants (the “Proposed Second Claim”), (3) mistaken payment against Defendants (the “Proposed Third Claim”), (4) constructive trust against Defendants (the “Proposed Fourth Claim,” and together with the Proposed First Claim, Proposed Second Claim and Proposed Third Claim (the “Proposed Common Law Claims”), (5) unfair preference pursuant to Section 245 of the BVI Insolvency Act against Defendants (the “Proposed Fifth Claim”), (6) undervalue transaction

³ Appended as Exhibit E to the Declaration of David Molton in support of the Motion for Leave and in opposition to Motions to Dismiss [ECF 270].

pursuant to Section 246 of the BVI Insolvency Act against Defendants (the “Proposed Sixth Claim,” and together with the Proposed Fifth Claim, the “Proposed BVI Avoidance Claims”), (7) breach of contract against Defendants (the “Proposed Seventh Claim”), (8) breach of the implied covenant of good faith and fair dealing against Defendants (the “Proposed Eighth Claim”, and together with the Proposed Seventh Claim, the “Proposed Contract Law Claims”), and (9) declaratory judgment against Defendants (the “Proposed Ninth Claim”);

WHEREAS, on January 25, 2018, the Court heard argument on six issues raised in the Motion for Leave and the Motions to Dismiss;

WHEREAS, on August 6, 2018, the Court issued a Memorandum Decision and Order, holding that the Court had subject matter jurisdiction over the actions listed on Exhibit A hereto, while not fully resolving the objections to personal jurisdiction or service raised in the Motions to Dismiss (“August 2018 Decision”);

WHEREAS, on September 20, 2018, the Court entered an Order and Stipulation (the “Stipulation”) between Consolidated Plaintiffs and numerous Moving Defendants, to enable the Court to resolve the balance of the Motion for Leave and Motions to Dismiss, without the signatories to the Stipulation waiving, except as expressly provided in the Stipulation, arguments or rights in connection with the Motion for Leave or Motions to Dismiss, including, but not limited to, grounds and arguments in support of dismissal for lack of personal jurisdiction or service raised by Moving Defendants in their memorandum of law in support of their Motions to Dismiss and, in some instances, in their Supplemental Briefs;

WHEREAS, upon consideration of the foregoing briefing and argument on the Motion for Leave and Motions to Dismiss, the Court on December 6, 2018 issued a Memorandum

Decision Granting in Part and Denying in Part the Motions to Dismiss and the Motion for Leave (“December 2018 Decision”);

WHEREAS, in the December 2018 Decision, the Court directed Consolidated Plaintiffs to “settle or submit a consensual order consistent with this decision” in each adversary proceeding;

WHEREAS, Plaintiffs assert that all of the Defendants in the Action are “Knowledge Defendants,” as defined in the December 2018 Decision, and Moving Defendants expressly disagree;

WHEREAS, Plaintiffs have represented to Moving Defendants that Plaintiffs may seek further leave to amend to add allegations against certain Defendants;

WHEREAS, the Plaintiffs intend to appeal the December 2018 Decision to the extent it requires the complete dismissal of an adversary proceeding identified on Exhibit A, and Moving Defendants, having substantially similar claims dismissed and in order to participate as parties in such appeal, further request that the Bankruptcy Court enter a final judgment as to the First Claim, Second Claim, and Third Claim (together, the “Dismissed Claims”) under Rule 54(b) of the Federal Rules of Civil Procedure, made applicable in this proceeding by Bankruptcy Rule 7054, on the grounds that an immediate appellate review of the Memorandum Decision will be efficient for the courts and the Plaintiffs and Moving Defendants, and Plaintiffs, reserving all rights concerning appeals, do not object to the Moving Defendants’ request to use the Rule 54(b) procedure;

WHEREAS, in consideration of (i) the use of Rule 54(b) of the Federal Rules of Civil Procedure in this Order and other orders arising out of the December 2018 Decision, which will result in final judgments of dismissal being entered in over two hundred of the consolidated

adversary proceedings, and (ii) the logistical impact that such use of Rule 54(b) has on Consolidated Plaintiffs' burden to file any notices of appeal in the consolidated adversary proceedings, Plaintiffs, pursuant to Rule 8002(d) of the Federal Rules of Bankruptcy Procedure, request the Court grant an extension of time to file any notice of appeal arising out of or relating to this Order, to the maximum time allowable under Rule 8002(d) of the Federal Rules of Bankruptcy Procedure;

WHEREAS, Moving Defendants consent to Plaintiffs' extension request pursuant to Rule 8002(d) of the Federal Rules of Bankruptcy Procedure;

NOW, for the reasons set forth in the December 2018 Decision, which is incorporated herein and attached hereto as Exhibit C, **IT IS HEREBY STIPULATED, AGREED, AND SO ORDERED, THAT:**

I. DISPOSITION OF MOTIONS TO DISMISS AND MOTION FOR LEAVE

- A. The Motions to Dismiss are (i) **GRANTED** as to the Dismissed Claims, and the Dismissed Claims are **DISMISSED** as to all Moving Defendants, with prejudice; and (ii) **DENIED** as to the Fourth Claim and the BVI Avoidance Claims, without prejudice to the filing of further motions to dismiss, subject to the limitations in Paragraph II(A) of this Order.
- B. The Motion for Leave is (i) **DENIED** as to the Proposed First Claim, Proposed Second Claim, Proposed Third Claim, the Proposed Contract Law Claims, and the Proposed Ninth Claim, with prejudice; and (ii) **GRANTED** to permit Plaintiffs leave to amend to assert only (1) constructive trust claims against Knowledge Defendants and (2) the Proposed BVI Avoidance Claims, to the extent consistent with the December 2018 Decision. By consenting to this Order, no party

concedes, and the Court does not find, that any Defendant in this Action is or is not a Knowledge Defendant or that the Proposed Fourth Claim or any constructive trust claim asserted or proposed by Plaintiffs does or does not state a claim upon which relief can be granted. Plaintiffs do not assert BVI Avoidance Claims (and will not amend to assert Proposed BVI Avoidance Claims) to recover redemptions that are alleged to have occurred outside of the “vulnerability period,” as defined in Sections 244(1) and 5 of the BVI Insolvency Act of 2003.

- C. Except as expressly resolved in the August 2018 Decision or the December 2018 Decision, grounds for dismissal raised by Moving Defendants in the Motions to Dismiss and Supplemental Briefs, if set forth in Paragraph II.A of this Order, are not resolved by this Order.
- D. Except as otherwise provided in this Order, the Motion for Leave and Motions to Dismiss, insofar as filed in or applicable to this Action, are **DENIED**.
- E. Plaintiffs shall file the Proposed Fourth Amended Complaint, which shall remove the Proposed First Claim, Proposed Second Claim, Proposed Third Claim, the Proposed Contract Law Claims, and the Proposed Ninth Claim. To the extent Plaintiffs seek to further amend the Proposed Fourth Amended Complaint to add new factual allegations, Plaintiffs shall file a motion for leave to amend attaching that proffered further amended complaint. The Moving Defendants shall have the right to oppose any such request.
- F. Moving Defendants’ request that the Bankruptcy Court enter a final judgment as to the Dismissed Claims under Rule 54(b) of the Federal Rules of Civil Procedure, made applicable in this proceeding by Bankruptcy Rule 7054, is

GRANTED. The amended complaint in this adversary proceeding alleges multiple claims and names multiple defendants. The entry of a final order and judgment will decide and ultimately dispose of, subject to appellate rights, the Dismissed Claims, which present legal issues that can be adjudicated independently of the remaining claims.

G. Further, there is no just reason for delay of entry of a final order and judgment on the Dismissed Claims. The December 2018 Decision dismissed the Dismissed Claims in this Action, as well as other claims involving identical legal issues brought by Consolidated Plaintiffs against certain Consolidated Defendants in related actions, some of which have now been finally resolved and are thus subject to appeal pursuant to 28 U.S.C. § 158(a)(1). Such appeal could adjudicate the substantive rights of Moving Defendants without their participation, unless a final order and judgment is entered forthwith. In light of this, and the number of claims and defendants in the Action, the interests of fairness, judicial efficiency and sound judicial administration are served by the entry of this final order and judgment, together with the entry of all other final orders and judgments dismissing other claims brought by the Consolidated Plaintiffs in similar adversary proceedings pursuant to the December 2018 Decision, and the opportunity for an immediate appeal.

H. Because this order and judgment and the dismissal of the Dismissed Claims, together with the final orders and judgments dismissing other claims brought by Consolidated Plaintiffs in similar adversary proceedings pursuant to the December 2018 Decision, will affect numerous adversary proceedings

commenced by the Plaintiffs and hundreds of defendants named in those complaints or proposed amended complaints, an immediate appeal would avoid protracted, expensive, and potentially duplicative litigation proceedings, and would facilitate the prompt resolution of a significant portion of the litigation, which would provide certainty for further proceedings and possible appeals.

- I. Plaintiffs and the undersigned Moving Defendants expressly, knowingly, and voluntarily grant their consent solely for this Court to enter this final order and judgment in this Action as provided above, subject to appellate review, whether the underlying claims in the Action are core under 28 U.S.C. § 157(b)(2) or non-core under 28 U.S.C. § 157(c)(2) and although this Court is not constituted under Article III of the United States Constitution. Notwithstanding the above grant of consent, Moving Defendants reserve all other jurisdictional, substantive, or procedural rights and remedies in connection with this adversary proceeding, including with respect to the Bankruptcy Court's power to finally determine any other matters in this adversary proceeding.

II. ADDITIONAL MOTION TO DISMISS BRIEFING

- A. Moving Defendants that filed or joined a Motion to Dismiss may join the Second Consolidated Motion to Dismiss (as defined herein) and may file or join an Individual Supplemental Brief (as defined herein), insofar as consistent with this Order. Arguments for dismissal that may be advanced in the Second Consolidated Motion to Dismiss or an Individual Supplemental Brief include only the following issues: (i) whether any claims asserted against a Moving Defendant in an amended complaint served pursuant to this Order are barred by Section

546(e), Section 546(g), and/or Section 561(d) of the Bankruptcy Code; (ii) whether a Moving Defendant is a Knowledge Defendant as defined in the Court's December 2018 Decision, and to the extent that a Moving Defendant is a Knowledge Defendant, whether Plaintiffs have made allegations sufficient to sustain a constructive trust claim asserted against them in an amended complaint served pursuant to this Order;⁴ (iii) whether the Court may exercise personal jurisdiction over a Moving Defendant, including whether service was properly effected; (iv) whether any claim asserted against a Moving Defendant in an amended complaint served pursuant to this Order must be dismissed under the December 2018 Decision; (v) whether any claim asserted against a Moving Defendant must be dismissed because that Moving Defendant is not a proper party to be sued on such claim; (vi) whether a Moving Defendant must be dismissed because an amended complaint served pursuant to this Order fails to adequately plead receipt of redemptions by that Moving Defendant; and (vii) any other argument for dismissal upon consent of the Liquidators or by order of the Court (collectively, the "Second Round Issues"). Moving Defendants shall include in the Second Consolidated Motion to Dismiss and/or an Individual Supplemental Brief all grounds pertaining to the Second Round Issues that they contend are a basis for dismissal at the pleading stage.

B. Consistent with this Order, the Stipulation, the August 2018 Decision, and the December 2018 Decision:

⁴ For the avoidance of doubt, this may include arguments regarding whether allegations made as to Citco Global Custody, Citco Fund Services, CGC NA, and related Citco entities may be imputed to Moving Defendants.

- (a) Upon written notice by Consolidated Plaintiffs that they have served amended complaints on each Consolidated Defendant in each of the adversary proceedings listed on Appendix A in which they will serve an amended complaint, Consolidated Defendants shall have sixty (60) days to file a motion to dismiss (the “Second Consolidated Motion to Dismiss”) and a consolidated memorandum of law in support of their motion to dismiss (the “Second Consolidated Motion to Dismiss Brief”).⁵ On or before ten (10) days after the date on which Consolidated Defendants file the Second Consolidated Motion to Dismiss, any Consolidated Defendant or group of Consolidated Defendants may join the Second Consolidated Motion to Dismiss Brief and may file a notice of joinder and, if such Consolidated Defendant chooses, a supplemental memorandum of law that raises additional grounds or arguments for dismissal that are specific to the particular Consolidated Defendant or group of Consolidated Defendants and have not otherwise been raised in the Second Consolidated Motion to Dismiss Brief (each, an “Individual Supplemental Brief”). With respect to the Individual Supplemental, Opposition, or Reply Briefs, to reduce the administrative burden on the Court, the parties shall undertake reasonable efforts to avoid duplicative filings; such efforts shall include reasonable coordination to ensure that identical grounds or arguments for dismissal are not presented in multiple Individual Supplemental, Opposition, or Reply Briefs.

⁵ Unless otherwise specified, all deadlines set by this Order shall be computed in accordance with Rule 9006 of the Federal Rules of Bankruptcy Procedure.

- (b) On or before the date that is sixty (60) days from the date on which Consolidated Defendants file the Second Consolidated Motion to Dismiss, Consolidated Plaintiffs shall file a consolidated memorandum of law in opposition to the Second Consolidated Motion to Dismiss (the “Consolidated Opposition Brief”). On or before ten (10) days after the date on which Consolidated Plaintiffs file the Consolidated Opposition Brief, Consolidated Plaintiffs will file a supplemental memorandum of law in opposition to each Individual Supplemental Brief that responds to arguments that are specific to the particular Consolidated Defendant or group of Consolidated Defendants and have not been otherwise raised in the Consolidated Opposition Brief (each, an “Individual Opposition Brief”).
- (c) On or before the date that is thirty (30) days from the date on which the Consolidated Plaintiffs file the Consolidated Opposition Brief, Consolidated Defendants shall file a consolidated reply memorandum of law in further support of the Second Consolidated Motion to Dismiss (the “Consolidated Reply Brief”). On or before ten (10) days after the date on which Consolidated Defendants file the Consolidated Reply Brief, any Consolidated Defendant or group of Consolidated Defendants that filed or joined the Second Consolidated Motion to Dismiss Brief or any Individual Supplemental Brief may file a supplemental reply memorandum of law that raises arguments in reply that are specific to the particular Consolidated Defendant or group of Consolidated Defendants and have

not been otherwise raised in the Consolidated Reply Brief (each, an “Individual Reply Brief”).

- (d) The Second Consolidated Motion to Dismiss Brief shall not exceed fifty (50) pages in length.
- (e) Each Individual Supplemental Brief shall not exceed five (5) pages in length; provided, however, that if two or more Consolidated Defendants join together in a single Individual Supplemental Brief, such Individual Supplemental Brief shall not exceed ten (10) pages in length.
- (f) The Consolidated Opposition Brief shall not exceed fifty (50) pages in length.
- (g) Each Individual Opposition Brief shall not exceed five (5) pages in length; provided, however, that if two or more Consolidated Defendants joined the Individual Supplemental Brief to which an Individual Opposition Brief corresponds, such Individual Opposition Brief shall not exceed ten (10) pages in length.
- (h) The Consolidated Reply Brief shall not exceed thirty (30) pages in length.
- (i) Each Individual Reply Brief shall not exceed five (5) pages in length; provided, however, that if two or more Consolidated Defendants join together in a single Individual Reply Brief, such Individual Reply Brief shall not exceed ten (10) pages in length.
- (j) Nothing herein shall prevent any party from seeking, for cause shown, relief from the page limits established by this Order.

(k) All filings contemplated by this Order shall be filed in the main administratively consolidated adversary proceeding. The Second Consolidated Motion to Dismiss and the Second Consolidated Motion to Dismiss Brief, the Consolidated Opposition Brief and the Consolidated Reply Brief shall also be filed in all of the adversary proceedings listed in Exhibit A. In addition, any Individual Supplemental, Opposition and Reply Brief shall be filed in the relevant adversary proceeding(s) involving such Consolidated Defendant or Consolidated Defendants. Provided, however, that for each of: (i) the Second Consolidated Motion to Dismiss and supporting papers, (ii) the Consolidated Opposition Brief and supporting papers, and (iii) the Consolidated Reply Brief and supporting papers, if the filing party files such papers in the main administratively consolidated adversary proceeding by the corresponding date provided for herein, then the filing of such papers in all of the adversary proceedings listed in Exhibit A will be timely if completed within five (5) business days of such deadline.

(l) The parties shall provide courtesy copies of all filings contemplated by this Order to the Court by hand delivery within five (5) days of their filing.

III. FURTHER PROCEEDINGS

- A. The Court will hold oral argument on the Second Consolidated Motion to Dismiss on a date to be fixed by the Court.
- B. Except upon further order of the Court, all discovery is stayed pending the Court's resolution of the Second Consolidated Motion to Dismiss. In the event that a

party seeks leave of the Court to serve discovery, the non-moving party shall have the right to oppose any such request. Following the resolution of the Second Consolidated Motion to Dismiss, in the event that any claim in any adversary proceeding remains, the relevant parties shall promptly request that the Court schedule a status conference to address case management with respect to any such adversary proceedings.

- C. Plaintiffs' request for an extension of time to file notices of appeal under Rule 8002(d) of the Federal Rules of Bankruptcy Procedure is **GRANTED**. As a result of this Order and other final orders entered in these consolidated adversary proceedings, Consolidated Plaintiffs, should they pursue all appeals, would be required to file notices of appeal in over two hundred consolidated adversary proceedings. Given the logistical burdens, the Court has determined that it is within its discretion to grant Plaintiffs an extension of time to file notices of appeal in connection with this Order pursuant to Bankruptcy Rule 8002(d). For the purposes of Bankruptcy Rule 8002(d), Plaintiffs' request for an extension under Rule 8002(d) is deemed to be a motion by Plaintiffs pursuant to Bankruptcy Rule 8002(d). Pursuant to Bankruptcy Rule 8002(d), Plaintiffs' time to file any notice of appeal arising out of or relating to this Order is hereby extended to and including thirty-five (35) days from the date of entry of this Order.

Dated: March 20, 2019
New York, New York

By: /s/ David J. Molton
David J. Molton
Marek P. Krzyzowski

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The party sued here as “HSBC”⁶

By: /s/ Elizabeth Vicens
Elizabeth Vicens

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⁶ Moving Defendants contend the party sued here as “HSBC” is a non-juridical entity, and there is no concession to the contrary by consenting to this Order.

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intended by plaintiff in naming as a defendant
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SICAV”, and RBS Coutts Bank Ltd., now known
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⁷ Moving Defendants contend the party sued here as “Unifortune Conservative Side Pocket” is a non-juridical entity, and there is no concession to the contrary by consenting to this Order.

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S.A., Société Générale Bank & Trust*

SO ORDERED.

*Dated: April 15, 2019
New York, New York*

/s/ STUART M. BERNSTEIN
HONORABLE STUART M. BERNSTEIN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

	CASE NAME	DOCKET NO.
1.	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	10-03635-SMB
2.	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	10-03636-SMB
3.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Abu Dhabi Inv. Auth., et al.	11-01719-SMB
4.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Albemarle Participation Ltd., et al.	12-01266-SMB
5.	Fairfield Sentry Ltd. (In Liquidation), et al. v. All Funds Bank, et al.	11-01591-SMB
6.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Almel Ltd., et al.	10-03789-SMB
7.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Alok Sama, et al.	12-01294-SMB
8.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Alton Alt. Fund Ltd., et al.	12-01763-SMB
9.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Alton Select Ltd., et al.	10-03541-SMB
10.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Andorra Banc Agricol Reig SA, et al.	11-02611-SMB
11.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Annex Ltd., et al.	11-02593-SMB
12.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Apollo Nominees, Inc., et al.	11-01603-SMB
13.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Arden Endowment Advisers Ltd., et al.	11-01458-SMB
14.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Arden Int'l Capital Ltd., et al.	10-03870-SMB
15.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Atl. Sec. Bank, et al.	12-01550-SMB
16.	Fairfield Sigma Ltd. (In Liquidation), et al. v. Avalon Absolute Return Funds PLC, et al.	11-02530-SMB
17.	Fairfield Sentry Ltd. (In Liquidation), et al. v. AXA Isle of Man, et al.	10-03623-SMB
18.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banca Carige SPA, et al.	12-01123-SMB
19.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banca Cesare Ponti SPA, et al.	12-01140-SMB
20.	Fairfield Sigma Ltd. (In Liquidation), et al. v. Banca Di San Marino SPA, et al.	11-01572-SMB
21.	Fairfield Sigma Ltd. (In Liquidation), et al. v. Banca Popolare Dell'Alto, et al.	12-01148-SMB
22.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banca Privada D'Andorra S.A., et al.	11-01717-SMB
23.	Fairfield Sigma Ltd. (In Liquidation), et al. v. Banca Profilo SPA, et al.	12-01285-SMB
24.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banc of America Secs. LLC, et al.	11-01571-SMB
25.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Atlantico (Bah.), et al.	10-03783-SMB
26.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Atlantico (Gib.) Ltd., et al.	10-03787-SMB
27.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Bilbao Vizcaya Argentaria, S.A., et al.	10-03515-SMB
28.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco di Desio e Della Brianza, et al.	10-04096-SMB

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29.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco General SA Banca Privada, et al.	12-01286-SMB
30.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Inversis SA, et al.	10-04089-SMB
31.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Itau Europa Int'l, et al.	12-01124-SMB
32.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Itau Europa Lux. SA, et al.	10-03755-SMB
33.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Nominees (IOM) Ltd., et al.	10-04097-SMB
34.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Patagonia (Uruguay) S.A.I.F.E., et al.	12-01287-SMB
35.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Havilland S.A, et al.	12-01187-SMB
36.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Privado Portugues (Cayman) Ltd., et al.	11-02531-SMB
37.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Santander (Suisse) S.A., et al.	10-03509-SMB
38.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank of Am. Nat'l Trust & Sav. Ass'n, et al.	10-03615-SMB
39.	Fairfield Sigma Ltd. (In Liquidation), et al. v. Bank of Ireland Nominees Ltd., et al.	12-01135-SMB
40.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Hapoalim BM, London, et al.	12-01144-SMB
41.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Hapoalim (Suisse) Ltd., et al.	10-03510-SMB
42.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Julius Baer & Co. Ltd., Zurich, et al.	11-01243-SMB
43.	Fairfield Sentry Ltd. (In Liquidation), et al. v. BankMed (Suisse) S.A., et al.	11-02772-SMB
44.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Morgan Stanley AG, et al.	10-04212-SMB
45.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Beneficial Owners of Accounts Held in the Name of Bank Sal. Oppenheim Jr. & Cie (Schweiz) Ag 1-1000	11-02440-SMB
46.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Sarasin & Cie, et al.	12-01295-SMB
47.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Sarasin & Cie AG, et al.	11-01612-SMB
48.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Vontobel AG, et al.	11-01760-SMB
49.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Baring Bros. Sturdza SA, et al.	12-01157-SMB
50.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Degroof Luxembourg S.A., et al.	12-01147-SMB
51.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque de Luxembourg, et al.	10-03616-SMB
52.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque de Reescompte et de Placement, et al.	11-01585-SMB
53.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque et Caisse D'Epargne de L'Etat Luxembourg, et al.	11-01598-SMB
54.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Piquet & Cie S.A., et al.	10-03514-SMB
55.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Privee Edmond De Rothschild (Eur.), et al.	10-03505-SMB

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56.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque SCS Alliance S.A., et al.	11-01256-SMB
57.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Sudameris, et al.	10-03586-SMB
58.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Sudameris, et al.	10-03749-SMB
59.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Syz & Co. S.A., et al.	10-03513-SMB
60.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Barclays Bank SA Madrid, et al.	12-01265-SMB
61.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Barclays Bank (Suisse) S.A., et al.	11-01259-SMB
62.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Barclays Private Bank & Trust (Channel Islands) Limited, et al.	12-01599-SMB
63.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Barfield Nominees Ltd., et al.	11-01470-SMB
64.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bie Bank & Trust Bah. Ltd., et al.	11-01587-SMB
65.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bipielle Banke (Suisse), et al.	11-01568-SMB
66.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Blubank Ltd., et al.	10-03750-SMB
67.	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNP Paribas Arbitrage SNC, et al.	10-04098-SMB
68.	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNP Paribas Espana, et al.	12-01551-SMB
69.	Fairfield Sentry Ltd. (In Liquidation), et al. v. BGL BNP Paribas S.A., et al.	10-03626-SMB
70.	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNP Paribas Private Bank & Trust Cayman Ltd., et al.	10-04099-SMB
71.	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNP Paribas Secs. Nominees Ltd., et al.	11-01579-SMB
72.	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNP Paribas Secs. Servs. Lux., et al.	10-03627-SMB
73.	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNY AIS Nominees Ltd., Credit Andorra/Crediinvest, et al.	11-01589-SMB
74.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bordier & Cie, et al.	10-03873-SMB
75.	Fairfield Sentry Ltd. (In Liquidation), et al. v. BP Alpha S.A., et al.	11-01245-SMB
76.	Fairfield Sigma Ltd. (In Liquidation), et al. v. Bred Banque Populaire, et al.	12-01136-SMB
77.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Brown Bros. Harriman & Co., et al.	10-03752-SMB
78.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bureau of Labor Ins., et al.	11-01574-SMB
79.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Caceis Bank EX-IXIS IS, et al.	10-03871-SMB
80.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Caceis Bank Lux., et al.	10-03624-SMB
81.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Cais Bank, et al.	12-01288-SMB
82.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Capital Global Mgmt. Ltd., et al.	12-01552-SMB

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83.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Capluck Enters. Ltd., et al.	11-01573-SMB
84.	Fairfield Sigma Ltd. (In Liquidation), et al. v. Catalunya Caixa, et al.	12-01129-SMB
85.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Cathay Life Ins. Co. Ltd., et al.	11-01577-SMB
86.	Fairfield Sentry Ltd. (In Liquidation), et al. v. CDC IXIS, et al.	10-03754-SMB
87.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Celfin Int'l Ltd., et al.	10-03865-SMB
88.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Centre Coll., et al.	12-01143-SMB
89.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Chelsea Trust Co., Ltd., et al.	12-01138-SMB
90.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Chen Tyan-Wen, et al.	11-01611-SMB
91.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Ching-Jung Fang, et al.	11-02591-SMB
92.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Citibank Korea Inc., et al.	12-01142-SMB
93.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Citibank NA London, et al.	10-03622-SMB
94.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Citibank (Switz.) AG, et al.	10-03640-SMB
95.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Citigroup Global Markets Ltd., et al.	11-02770-SMB
96.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Citivic Nominees Ltd., et al.	10-04100-SMB
97.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Clarks Fork Foundation, et al.	12-01150-SMB
98.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Clearstream Banking S.A., et al.	11-01263-SMB
99.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Commercial Bank of Kuwait, et al.	10-04093-SMB
100.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Agricole (Suisse) S.A., et al.	11-01244-SMB
101.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Agricole Titres, et al.	11-02787-SMB
102.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Industriel et Commercial Sing. Branch, et al.	11-01575-SMB
103.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse AG Nassau Branch Wealth Mgmt., et al.	11-01601-SMB
104.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse (Bah.), et al.	10-03782-SMB
105.	Fairfield Sigma Ltd. (In Liquidation), et al. v. Credit Suisse Int'l, et al.	10-03620-SMB
106.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse (Lux.) S.A., et al.	10-04088-SMB
107.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse Nassau Branch, et al.	12-01127-SMB
108.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse Nominees, et al.	10-04236-SMB
109.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse Nominees (Guernsey) Ltd., et al.	11-02612-SMB
110.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Criterium Capital Funds BV, et al.	12-01268-SMB

	CASE NAME	DOCKET NO.
111.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Danobat S. Coop, et al.	12-01159-SMB
112.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Delta, S.P.A., et al.	12-01162-SMB
113.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Deltec Bank & Trust Ltd., et al.	11-02532-SMB
114.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Deutsche Bank AG Singapore, et al.	10-03747-SMB
115.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Deutsche Bank (Cayman), et al.	10-03746-SMB
116.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Deutsche Bank Nominees (Jersey) Ltd., et al.	11-01564-SMB
117.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Deutsche Bank (Suisse) S.A. Geneve, et al.	10-03745-SMB
118.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Deutsche Bank Trust Co. Am., et al.	10-03744-SMB
119.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Dexia BIL, et al.	10-04090-SMB
120.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Dexia Private Bank (Switz.), et al.	10-04091-SMB
121.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Don Chimango SA, et al.	12-01298-SMB
122.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Drake & Co., et al.	11-01246-SMB
123.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Dreadnought Fin. OY, et al.	12-01289-SMB
124.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Dresdner LateinAmerika AG, et al.	10-03753-SMB
125.	Fairfield Sentry Ltd. (In Liquidation), et al. v. E. Star Sicavf, et al.	11-01597-SMB
126.	Fairfield Sentry Ltd. (In Liquidation), et al. v. EC.Com, Inc., et al.	11-02614-SMB
127.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Eduardo Fernandez de Valderrama Murillo, et al.	11-01599-SMB
128.	Fairfield Sentry Ltd. (In Liquidation), et al. v. EFG Bank, et al.	10-03625-SMB
129.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Essex 21 Ltd., et al.	12-01716-SMB
130.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Field Nominees Ltd., et al.	12-01133-SMB
131.	Fairfield Sentry Ltd. (In Liquidation), et al. v. First Gulf Bank, et al.	12-01567-SMB
132.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Bank, SA/NV, et al.	11-01617-SMB
133.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Bank Cayman Limited, et al.	12-01571-SMB
134.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Bank Nederland N.V., et al.	12-01119-SMB
135.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Global Custody Servs. N.V., et al.	11-02422-SMB
136.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Global Servs. NV, et al.	12-01568-SMB
137.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Bank Nederland NV, et al.	11-01614-SMB
138.	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Retained Nominees (IOM) Limited, et al.	10-03776-SMB

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139.	Fairfield Sentry Ltd. (In Liquidation), et al. v. FPB Int'l Bank, Inc., et al.	12-01126-SMB
140.	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS ABN AMRO Global Custody, et al.	10-03504-SMB
141.	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/AEB Lux., et al.	11-01254-SMB
142.	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/AND Banc Andorra, et al.	10-03632-SMB
143.	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/Bank Leumi Israel, et al.	12-01158-SMB
144.	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/Banque Degroof Bruxelles, et al.	11-01569-SMB
145.	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/BBVA Zurich/Shares, et al.	11-01600-SMB
146.	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/BK Hapoalim/B M Tel Aviv, et al.	11-01467-SMB
147.	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/BBVA Miami, et al.	10-03618-SMB
148.	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/CBESSA, et al.	10-03756-SMB
149.	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/Fortis Banque Lux., et al.	11-01242-SMB
150.	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/GSCO London, et al.	12-01569-SMB
151.	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/HSBC Guyerzeller Zurich, et al.	11-01594-SMB
152.	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/HSBC Private Banking Nom, et al.	10-03629-SMB
153.	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/ING Lux, et al.	11-01565-SMB
154.	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/Israel Disc. Bank, Ltd., Tel Aviv, et al.	11-01610-SMB
155.	Fairfield Sigma Ltd. (In Liquidation), et al. v. FS/LAB/AXA PM, et al.	11-01460-SMB
156.	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS Mizrahi Tefahot Bank Ltd., et al.	10-03512-SMB
157.	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/MLBS Geneva, et al.	12-01269-SMB
158.	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/NBK Kuwait, et al.	11-01260-SMB
159.	Fairfield Sigma Ltd. (In Liquidation), et al. v. FS/NBP Titres, et al.	11-01619-SMB
160.	Fairfield Sigma Ltd. (In Liquidation), et al. v. FS Oddo & Cie, et al.	10-03621-SMB
161.	Fairfield Sigma Ltd. (In Liquidation), et al. v. FS/Procap/Bryan Garnier, et al.	11-01262-SMB
162.	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/SG Private Banking (Lugano-Svizzera) SA, et al.	11-01566-SMB
163.	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS Stichting Stroeve Global Custody, et al.	10-03867-SMB
164.	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/Swedclient/IAM, et al.	11-01253-SMB
165.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fullerton Capital PTE, Ltd., et al.	11-02771-SMB
166.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fund Nominees Ltd., et al.	10-03525-SMB

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167.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Gates Charitable Trust, et al.	12-01145-SMB
168.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Global Fund Porvenir, et al.	11-01567-SMB
169.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Grand Cathay Secs. (H.K.) Ltd., et al.	11-01462-SMB
170.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Hambros Guernsey Nominees, et al.	10-03799-SMB
171.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Hansard Europe Ltd., et al.	10-04238-SMB
172.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Hinduja Bank (Switzerland) SA, et al.	12-01185-SMB
173.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Hontai Life Ins. Co. Ltd., et al.	12-01271-SMB
174.	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Int'l Trustee Ltd., et al.	12-01290-SMB
175.	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Inst. Trust Servs. (Asia) Ltd., et al.	10-03619-SMB
176.	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Private Bank (Guernsey) Ltd., et al.	10-03631-SMB
177.	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Private Bank (Suisse) S.A., et al.	10-03633-SMB
178.	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Secs. (Panama) SA, et al.	12-01270-SMB
179.	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Secs. Servs. (Lux.) S.A., et al.	10-03630-SMB
180.	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Seoul Branch, Ltd., et al.	12-01128-SMB
181.	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSH Nordbank Secs. S.A., et al.	12-01555-SMB
182.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Hsu, et al.	11-01247-SMB
183.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Hua Nan Commercial Bank, et al.	12-01153-SMB
184.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Huang, et al.	11-01255-SMB
185.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Huang Long-Yin, et al.	11-01465-SMB
186.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Hui-Liang Tsai & Chien-Hui Tu, et al.	11-01466-SMB
187.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Hyposwiss Private Bank Geneve, et al.	12-01600-SMB
188.	Fairfield Sentry Ltd. (In Liquidation), et al. v. ING Bank (Suisse) S.A., et al.	10-03801-SMB
189.	Fairfield Sentry Ltd. (In Liquidation), et al. v. International Hedge Fund Ltd., et al.	12-01161-SMB
190.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Investec Bank (Switzerland) AG, et al.	12-01125-SMB
191.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Irish Life Int'l, et al.	12-01291-SMB
192.	Fairfield Sigma Ltd. (In Liquidation), et al. v. Istituto Bancario Sammarinese S.P.A., et al.	12-01292-SMB
193.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Jared Trading Ltd./BVI, et al.	12-01264-SMB

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194.	Fairfield Sentry Ltd. (In Liquidation), et al. v. John E. Niederhuber IRA, et al.	12-01296-SMB
195.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Judith Cherwinka, et al.	11-01592-SMB
196.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Judith A. Hansen, et al.	11-01593-SMB
197.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Kasbank Depositary Trust Co., et al.	12-01137-SMB
198.	Fairfield Sigma Ltd. (In Liquidation), et al. v. Kasbank Effecten Bewaarbedrijf, N.V., et al.	12-01163-SMB
199.	Fairfield Sigma Ltd. (In Liquidation), et al. v. KAS Depositary Trust Co., et al.	11-02533-SMB
200.	Fairfield Sentry Ltd. (In Liquidation), et al. v. KB (CI) Nominees Ltd., et al.	10-04240-SMB
201.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Kefong Lee, et al.	11-01596-SMB
202.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Kiangsu Chekiang, et al.	12-01155-SMB
203.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Kookmin Bank, et al.	10-03777-SMB
204.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Korea Exch. Bank, et al.	11-01486-SMB
205.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Kredietbank S.A. Luxembourgeoise, et al.	10-03868-SMB
206.	Fairfield Sentry Ltd. (In Liquidation), et al. v. KWI, et al.	11-01595-SMB
207.	Fairfield Sigma Ltd. (In Liquidation), et al. v. La Romana Inversiones SICAV, S.A., et al.	12-01149-SMB
208.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Lacroze, et al.	10-03528-SMB
209.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Leyden Dev., et al.	11-01622-SMB
210.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Lion Global Invs., et al.	11-02392-SMB
211.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Lombard Odier Darier Hentsch & Cie, et al.	10-03795-SMB
212.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Lombardy Props. Ltd., et al.	10-03521-SMB
213.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Loquat Holdings, Inc., et al.	12-01152-SMB
214.	Fairfield Sigma Ltd. (In Liquidation), et al. v. Lung Yen Life Serv. Co. Ltd., et al.	11-01608-SMB
215.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Madison Cultural Arts Support Trust, et al.	12-01121-SMB
216.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Mandalay Invs. SA, et al.	12-01141-SMB
217.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Maple Key Mkt. Neutral Cayman Islands LP, et al.	12-01122-SMB
218.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Mario Pacheco Cortes, et al.	11-02401-SMB
219.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Melguizo, et al.	11-01607-SMB
220.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Melrose Inv. Ltd., et al.	11-01461-SMB
221.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Meritz Fire & Marine Ins. Co. Ltd., et al.	10-03507-SMB

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222.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Merrill Lynch Bank (Suisse) S.A., et al.	10-03788-SMB
223.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Merrill Lynch Int'l, et al.	11-01463-SMB
224.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Merrill Lynch, Pierce, Fenner & Smith, Inc., et al.	10-03516-SMB
225.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Mirabaud & Cie, et al.	11-01257-SMB
226.	Fairfield Sigma Ltd. (In Liquidation), et al. v. Monte Paschi Ireland Ltd., et al.	10-03791-SMB
227.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Multi-Strategy Fund Ltd., et al.	11-01576-SMB
228.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Naidot & Co., et al.	11-02336-SMB
229.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Natexis Banques Populaires, et al.	10-04094-SMB
230.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Natixis, et al.	11-01464-SMB
231.	Fairfield Sigma Ltd. (In Liquidation), et al. v. Natixis Private Banking Int'l, et al.	10-03864-SMB
232.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Neue Bank AG, et al.	10-03519-SMB
233.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Nihon Unicom Corp., et al.	11-01261-SMB
234.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Nomura Int'l PLC, et al.	10-03793-SMB
235.	Fairfield Sentry Ltd. (In Liquidation), et al. v. NYROY, Royal Bank of Canada, et al.	11-01578-SMB
236.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Parson Fin. Panama S.A., et al.	11-01580-SMB
237.	Fairfield Sentry Ltd. (In Liquidation), et al. v. PFPC Bank Ltd., et al.	11-01604-SMB
238.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Pictet & Cie, et al.	10-03764-SMB
239.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Pleasant T. Rowland Found., Inc. et al.	11-01613-SMB
240.	Fairfield Sentry Ltd. (In Liquidation), et al. v. POBT Bank & Trust Ltd., et al.	11-01248-SMB
241.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Portobelo Advs., Inc., et al.	12-01146-SMB
242.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Presnow Ltd., et al.	11-01620-SMB
243.	Fairfield Sentry Ltd. (In Liquidation), et al. v. PRS Inv. Strategies Fund Class 4E, et al.	10-04101-SMB
244.	Fairfield Sentry Ltd. (In Liquidation), et al. v. P.S.I. Int'l Ltd., et al.	11-02592-SMB
245.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Public Bank (Hong Kong) Ltd., et al.	12-01164-SMB
246.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Rahn & Bodmer Banquiers, et al.	11-01581-SMB
247.	Fairfield Sentry Ltd. (In Liquidation), et al. v. RBC Dexia Inv. Servs. Espana S.A., et al.	12-01132-SMB
248.	Fairfield Sentry Ltd. (In Liquidation), et al. v. RBC Dominion Sec. Sub A/C, et al.	10-03502-SMB
249.	Fairfield Sentry Ltd. (In Liquidation), et al. v. RBC Investor Services Bank S.A. f/k/a RBC Dexia Investor Services Bank S.A., et al.	16-01214-SMB

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250.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Robinson & Co., et al.	10-03628-SMB
251.	Fairfield Sigma Ltd. (In Liquidation), et al. v. Rothschild & Cie Banque Paris, et al.	12-01131-SMB
252.	Fairfield Sigma Ltd. (In Liquidation), et al. v. Rothschild Trust (Schweiz) AG, et al.	11-02594-SMB
253.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Royal Bank of Canada, et al.	11-02253-SMB
254.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Royal Bank of Canada Singapore Branch, et al.	11-01582-SMB
255.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Royal Bank of Canada (Suisse), et al.	10-04087-SMB
256.	Fairfield Sigma Ltd. (In Liquidation), et al. v. S. Coop Irizar, et al.	11-01570-SMB
257.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Samsung Absolute Return Trust M1, et al.	12-01762-SMB
258.	Fairfield Sigma Ltd. (In Liquidation), et al. v. Societe Europeenne De Banque S.A. et al	11-01615-SMB
259.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Schroder & Co. (Asia) Ltd., et al.	10-03508-SMB
260.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Schroder & Co. Bank AG, et al.	11-01249-SMB
261.	Fairfield Sigma Ltd. (In Liquidation), et al. v. Schrodgers Italy SIM SPA, et al.	12-01272-SMB
262.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Select Absolute Strategies Sicav, et al.	12-01601-SMB
263.	Fairfield Sigma Ltd. (In Liquidation), et al. v. SEI Invs. Trustee, et al.	12-01134-SMB
264.	Fairfield Sentry Ltd. (In Liquidation), et al. v. SG Private Banking (Suisse) S.A., et al.	10-03786-SMB
265.	Fairfield Sentry Ltd. (In Liquidation), et al. v. SG Private Banking (Suisse) S.A., et al.	10-03595-SMB
266.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Sherli Elghanian Krayem, et al.	10-03614-SMB
267.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Silverado Holdings LDC, et al.	12-01300-SMB
268.	Fairfield Sigma Ltd. (In Liquidation), et al. v. Simgest SpA, et al.	11-02534-SMB
269.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Six Sis AG, et al.	10-03869-SMB
270.	Fairfield Sentry Ltd. (In Liquidation), et al. v. SNS Global Custody B.V., et al.	10-03757-SMB
271.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Societe Generale Bank & Trust (Lux.), et al.	11-01584-SMB
272.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Societe Generale Bank & Trust S.A. (Lux.), et al.	11-02613-SMB
273.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Sofos Capital LLC, et al.	12-01154-SMB
274.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Somers Nominees (Far East) Ltd., et al.	12-01556-SMB
275.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Spin City Corp., et al.	12-01160-SMB
276.	Fairfield Sigma Ltd. (In Liquidation), et al. v. Stichting Stroeve Global Custody, et al.	11-02615-SMB
277.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Strina, et al.	10-03798-SMB

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278.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Sumitomo Banking & Trust Co. Ltd., et al.	10-03863-SMB
279.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Swedbank, et al.	11-01586-SMB
280.	Fairfield Sentry Ltd. (In Liquidation), et al. v. TAIB Bank E.C., et al.	12-01267-SMB
281.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Tayleigh Trust Co. Ltd., et al.	12-01130-SMB
282.	Fairfield Sigma Ltd. (In Liquidation), et al. v. Tercas – Cassa di Risparmio della Provincia di Teramo S.P.A., et al.	10-03503-SMB
283.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Theodoor GGC Amsterdam, et al.	10-03496-SMB
284.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Torshen, et al.	10-03866-SMB
285.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Triumph Offshore Fund, et al.	12-01293-SMB
286.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Tsao, et al.	11-01468-SMB
287.	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS AG N.Y., et al.	10-03780-SMB
288.	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Servs. (Cayman) Ltd., et al.	10-04095-SMB
289.	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Servs. (Cayman) Ltd. Ref Greenlake Arbitrage Fund Ltd., et al.	10-03758-SMB
290.	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Servs. (Ir.) Ltd., et al.	11-01258-SMB
291.	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Europe SE, Luxembourg Branch f/k/a UBS Lux. SA, et al.	11-01250-SMB
292.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Unicorp Bank & Trust Ltd., et al.	12-01301-SMB
293.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Union Finance Int'l (HK) Ltd., et al.	12-01139-SMB
294.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Union USD Global Arbitrage A Fund, et al.	10-03506-SMB
295.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Vontobel Asset Mgmt. Inc., et al.	10-03540-SMB
296.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Wall Street Secs. S.A., et al.	10-03778-SMB
297.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Weston Sec. Ltd., et al.	10-03784-SMB
298.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Winchester Fiduciary Servs. Ltd., et al.	12-01302-SMB
299.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Woori Bank, et al.	11-01616-SMB
300.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Yuanta Asset Mgmt. (H.K.) Ltd., et al.	11-01588-SMB
301.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zayed, et al.	10-03790-SMB
302.	Fairfield Sentry Ltd. (In Liquidation), et al. v. ZCM Asset Holding Co. (Berm.) Ltd., et al.	10-03792-SMB
303.	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Mkts. Co., et al.	10-03634-SMB

EXHIBIT B

LIST OF DEFENDANTS WHO HAVE MOVED TO DISMISS

- ABN AMRO SCHWEIZ AG a/k/a ABN AMRO (Switzerland) AG
- Allianzbank SPA/Unifortune Conservative Side Pocket
- Banca Arner SA
- Banca Unione Di Credito
- Bank Hapoalim Switzerland Ltd.
- Bank Julius Baer & Co. Ltd.
- Bank J. Safra Sarasin AG, f/k/a Bank Sarasin & Cie
- Banque Cantonale Vaudoise
- BBVA (Suisse) SA
- BCV AMC Defensive AL Fund
- BNP Paribas (Suisse) SA
- BNP Paribas (Suisse) SA Ex Fortis
- BNP Paribas (Suisse) SA Private
- BSI AG
- BSI Ex Banca Del Gottardo
- Caceis Bank Luxembourg
- Centrum Bank AG (AMS)
- Clariden Leu Ltd.
- Compagnie Bancaire Helvetique
- Corner Banca SA
- Credit Suisse AG Zurich
- Dexia Banque Internationale à Luxembourg
- Dresdner Bank Schweiz
- EFG Bank SA Switzerland
- EFG Eurofinancier D'Invest MCL
- Edmond de Rothschild (Suisse) S.A.⁸
- Fairfield Investment Fund Ltd.
- Fairfield Investment GCI
- Falcon Private Bank
- FIF Advanced Ltd.
- Finter Bank Zurich
- Harmony Capital Fund Ltd.

⁸ Edmond de Rothschild (Suisse) S.A. was substituted in as a defendant for prior defendant Sella Bank AG on September 25, 2018. See Adv. Pro 10-03636 [ECF No. 468]. The inclusion of Edmond de Rothschild (Suisse) S.A. is without prejudice to any positions, arguments, or defenses of Plaintiffs or Edmond de Rothschild (Suisse) S.A. as to whether a motion to dismiss has been filed that is applicable to any liabilities arising from any redemption payments made to Sella Bank AG."

- HSBC
- IHAG Handelsbank AG
- Incore Bank AG
- LGT Bank In Liechtenstein AG
- Liechtensteinische LB Reinvest AMS
- Lloyds TSB Bank Geneva
- Lombard Odier Darier Hentsch & CIE
- National Bank of Kuwait
- NBK Banque Privee Suisse SA
- Pictet & CIE
- PKB Privatbank AG
- Quasar Funds SPC a/k/a Quasar Fund SPC Class A and Class B CGCNV
- RBC Dexia Investor Service Julius Baer SICAV
- RBS Coutts Bank Ltd.
- Rothschild Bank AG Zurich (Dublin) a/k/a Rothschild Bank AG
- Rothschild Bank Geneva (Dublin)
- Rothschild Lugano Dublin a/k/a Banca Privata Edmond de Rothschild Lugano S.A.
- SIS Seeganintersettle
- Six SIS Ltd.
- Societe Generale Bank & Trust
- T1 Global Fund Ltd.⁹
- UBS AG (sued herein as UBS AG New York and
- UBS AG Zurich)
- UBS Jersey Nominees
- Verwaltungs und Privat-Bank AG Aktiengesellschaft (AMS)
- Vorarlberger Landes UND Hypothekenbank Aktiengesellschaft

⁹ Counsel for T1 Global Fund Ltd. has represented to Plaintiffs that it will be withdrawing as counsel of record for T1 Global Fund Ltd., which is now in liquidation proceedings.

EXHIBIT C